BRUHAT BANGALORE MAHANAGARA PALIKE

Request for Proposal (RFP)

Proposal for "Estimate for rate contract Regarding removal of Unauthorized structures in south zone"

TheExecutiveEngineer,
Chickpet division
Bruhat Bangalore Mahanagara palike

Telephone: 080-
Email- eeckpbbmp@yahoo.com

SECTION	DESCRIPTION	PAGE NO.
Section I	Letter of Invitation	05
Section II	Information to Service Providers (ITC)	06
	Data Sheet – Information to Service Providers	
Section III	Technical Proposal – Standard Forms	20
Section IV	Financial Proposal – Standard Forms	39
Section V	Terms of Reference	44
Section VI	Contract for Service Providers /Service Provider's Services	56
	I Form of Contract	
	II General Conditions of Contract	
	III Special Conditions of Contract	
	IV Appendices	

BRUHATH BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer, Chickpet Division 8th Main, 2nd block Jayanagar, Kanakanapalya, Bangalore–560011 Ph: 08026570088 Email.eeckpbbmp@yahoo.com

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Tender Notification NO.EE/CKP/E-PROC/01/2023-24 Date: 01-06-2023

Tender Notification

Bruhat Bangalore Mahanagara Palike invites short term request proposal for Rate contract Regarding removal of Unauthorized structures in South Zone Call-3

Following are the Events of Bid process:

1.	Date of Commencement of Download of Document from eProcurement website http://eproc.karnataka.gov.in	:	From 01/06/2023
2.	Last Date and Time for uploading Online Queries in eProcurement.	:	05/06/2023 2:00 PM
3.	Date and Time of Pre-bid Meeting	:	05/06/2023 at 3:00 PM at the following venue: Office of the Chief Engineer (South) 9th Cross, Kanakanapalya Jayanagara 2nd Block, Jayanagara
4.	Last Date and Time for uploading of RFP in eProcurement portal.	:	• 08/06/2023 4:00 PM
5.	Date and Time of Online Opening of RFP	:	• 09/06/2023 4:30 PM
6.	Place of Opening of Applications	:	Online at eProcurement portal
7.	Address for Communication	:	Office of the Executive Engineer Chikkapet Division, 8th Main, Kanakanapalya Jayanagara 2nd Block, Jayanagara

1. Tender documents may be downloaded from the website http://eproc.karnataka.gov.in
2. Other details can be seen in the tender documents.

Executive Engineer
Chikkapet Division
Bruhat Bangalore Mahanagara Palike

Copy To:

1. Hon'ble Administrator BBMP for kind information
2. Hon'ble Chief Commissioner, BBMP for kind information.
3. The Zonal Commissioner south, BBMP for kind information.
4. The Zonal Joint Commissioner south, BBMP for kind information.
5. The Chief Engineer south zone, BBMP for kind information.
6. Public Relation Officer BBMP for information and to publish the paper notification in the leading newspaper of English language and in one regional paper in Kannada.
7. Office copy.

SECTION1. LETTER OF INVITATION

Dear Sir,

BBMP is desirous of obtaining services for "**Estimate for rate contract Regarding removal of Unauthorized structures in south zone"**

The BBMP intends to procure the services of a Contracting firm having similar experience to undertake the assignment. Specifically the following works are intended to be carried out on this Project:

- Demolitions and Encroachment removals coming under the Jurisdiction of BBMP
- Study the local conditions and take them into account in preparing their Proposals.
- To obtain first-hand information on the task of demolitions & encroachment removals and on the local conditions, Agencies are encouraged to study and visit the Jurisdictional buildings and encroachment areas coming under BBMP Jurisdiction.
- To obtain technical audit and to assess the stability of the building pre and post demolition of the entire structure or the partial structure. To prepare and submit a detailed report about the technical report about the technical stability of the building.

More details on the Services are provided in the attached Terms of Reference.

1. The RFP can be purchased/Downloaded by all the eligible firms:
2. No joint ventures or associations are allowed:
3. The Service Provider will be selected under **Least cost Basis Procedures** prescribed in this RFP
4. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Information to Service Providers
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section 6 - Standard Form of Contract.

SECTION -2
INFORMATION TO AGENCIES (ITA)

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will enlist the eligible firm to be included in the empanel in accordance with the method of selection indicated in the Data Sheet.

1.2 The Agencies are invited to submit a "**Estimate for rate contract Regarding removal of Unauthorized structures in south zone**" Technical Proposal and a Financial Proposal though e-Procurement portal, as specified in the Data Sheet (the Proposal) for Demolition and Encroachment Removal services required for the task named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Agencies. Expected Number of Agencies to be empanelled is around 15(may vary according to the quantum of work at the time of finalization and is solely under the discretionary power of the Client).

1.3 The Task shall be carried out and implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Agencies under each phase must be to the clients satisfaction before assigned task begins on the next phase.

1.4 The Agencies must familiarize themselves with the nature of task of Building Demolitions and Encroachment removals coming under the Jurisdiction of BBMP and study the local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the task of demolitions& encroachment removals and on the local conditions. To attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Agency representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Agencies should ensure that these officials are advised of the study in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Agencies in obtaining Permissions from the competitive authorities needed to carry out the task and make available relevant information and records if found necessary.

1.6 Please note that;

(a) the costs of preparing and arranging to carry out the proposals and of negotiating of the contract, including a visit to the Client, are not reimbursable as a direct cost of the task; and

(b) the Client is not bound to accept any of the Proposals submitted contrary to prescribed task.

1.7 Bruhat Bengaluru Mahanagra Palike (BBMP) expects Agencies to provide professional, objective, and impartial services with ethics and integrity at all times holding the Client's interests paramount and strictly avoid conflicts with other tasks. Agencies shall not be hired for any task that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the task in the best interest of the Client.

1.8 It is BBMP's policy to require that Agencies observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BBMP:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution ; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection processor the execution of a contract to the detriment of BBMP, and includes collusive practices among Agencies (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive BBMP of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the Agency recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will declare a Agency ineligible, either indefinitely or for a stated period of time, to be awarded BBMP-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP-financed contract ;and

(d) will have the right to require that, BBMP to inspect Agency's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BBMP.

1.9 Agencies shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by BBMP/GoK/GOI in accordance with the above sub Para 1.8(c).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

1.11 "Bidder from a country which shares a land border with India" for the purposes of this Order means:- (a) An entity incorporated, established or registered in such a country; or (b) A subsidiary of an entity incorporated, established or registered in such a country; or (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or (d) An entity whose beneficial owner is situated in such a country; or (e) An Indian (or other) agent of such an entity; or (f) A natural person who is a citizen of such a country; or (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

1.12 The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation.

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or

ownership.

1.13 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

1.14 A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following format:
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

2. CLARIFICATION AND AMENDMENT OF RFPDOCUMENTS

2.1 Agencies may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent e-Procurement portal, GoK. The Client will respond by e-Procurement portal, GoK (including an explanation of the query but without identifying the source of inquiry) to all invited Agencies who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Agencies and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OFPROPOSAL

3.1 Agencies are requested to submit a Proposal (Para: 1.2) written in the language(s) specified in the Data Sheet.

Estimate for rate contract Regarding removal of Unauthorized structures in south zone.

3.2 In preparing the Proposals for Demolition of Buildings and Encroachment removals Agencies are expected to examine the documents comprising this RFP in detail. ***Material deficiencies in providing the information requested may result in rejection of a Proposal.***

3.3 While preparing the Proposals for Demolition of Unauthorized Buildings / Dismantling of Deviated Portion & Encroachment Removals, Agencies must give particular attention to the following:

(a) If a Agency considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Agency(ies) and/or other Agency as appropriate. Agency may associate with the other Agency invited for this Task only with approval of the Client as indicated in the Data Sheet.

(b) For tasks on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-days/weeks/fortnight / months estimated by the Agency.

(c) It is desirable that the majority of the key professional staff proposed be permanent employees of the Agency or have an extended and stable working relation with it.

(d) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(e) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(f) Documents to be issued by the Agencies as part of this task must be in the language (s) specified in the Data Sheet. It is desirable that the Agency's personnel have a working knowledge of the Client's official language.

3.4 The Demolition &Encroachment Removal Proposal should provide the following information using the attached Standard Forms (Section3):

(a) A brief description of the Agency's organization and an outline of recent experience on task (Section 3B) of a similar nature. For each task, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the task, contract amount, and Agency's involvement.

(b) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section3C).

(c) A description of the methodology and work plan for performing the task (Section 3D).

(d) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section3E).

(e) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the Agency

and degree of responsibility held in various tasks during the last ten (10)years.

(f) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the task of Demolition and Encroachment Removals, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and3G).

(g) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the task.

(h) Any additional information requested in the Data Sheet.

3.5 The Demolition & Encroachment Removal Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the task, including (a) remuneration for staff , and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the task. If appropriate, these costs should be broken down by activity.

3.7 Agencies shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Agency is expected to keep available the key professional staff proposed for the task. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Agency who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OFPROPOSALS

4.1 The proposal shall be submitted through e-Procurement portal (Both Technical and Financial). Financial proposal should not be uploaded in the form of scanned copy. That should be entered separately in the facility provided in e-Procurement portal under that indent.

4.2 The completed Demolition & Encroachment Removal and Financial Proposal must be uploaded to e-procurement portal on or before the time and date stated in the Data Sheet.

4.3 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.

4.4 An authorized representative of the Service Provider initials all pages of the Proposal along with seal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.5 The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online in e-portal.

4.6 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on e-portal.

4.7 The last date and time including hours, minutes and seconds for submission will be mentioned in the e-portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.8 After the deadline for submission of proposals, the Technical Proposal shall be opened by the tender inviting authority and evaluation will be done by evaluation committee. The bidders who are technically qualified will be intimated and the Financial Proposal of only qualified bidders only will be opened in presence of the bidders who choose to attend.

5. PROPOSALEVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any Agencies wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Agency to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Agency's proposal.

5.2 Evaluators of Demolition & Encroachment Removal Proposals shall have no access to the Financial Proposals until the technical (Demolition & Encroachment Removal) evaluation, including its approval by competent authority is obtained

Evaluation of Demolition & Encroachment Removal Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client will be notified by e-Procurement services, no separate and individual communications will be made by the client.

5.5 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Demolition & Encroachment Removal Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to empanel required number of Agencies (who agreed for the common lowest rate arrived during negotiation), to reach agreement on all points and sign acontract.

6.2 Negotiations will include a discussion of the Demolition & Encroachment Removal Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Agency to improve the Terms of Reference. The Client and Agency will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Agency can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the tasks.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unitrates.

6.4 The negotiations will conclude with a review of the draft form of the contract. Only Agencies who agreed for the negotiated rate will be considered for empanelment.

7. Finalization of list of Empanelment

7.1 **Empanelment:** After the Negotiations, all Agencies who submit consent in written form regarding the acceptance of the negotiated rate, will be empanelled and communicated to Divisions under BBMP accordingly for further entrustment of the task.

7.2 **Task Assignment:** The Task Assignment will be done by Executive Engineers of BBMP

7.3 Client will try to assign minimum task to empanelled Agency, in the event the Agency is not able to get any work assigned, then the Agency is at liberty to opt out of the Empanelment.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the proposals or to other persons not officially concerned with the process, until the Empanelled Agencies have been notified about it.

9. ADDITIONAL INFORMATION TO THEAGENCIES

9.1 **EMD**

The Tenderer shall furnish, as part of his tender Rs. 1,00,000/- (One lakh only)

9.2 **Eligibility Criteria / Mandatory qualification for the SoleAgency**

The firms having following minimum experience in last five years i.e, 2017-2022 only will be considered for Evaluation of Technical proposal.

a) Service Provider firm should have satisfactorily completed "Demolition of Buildings & Encroachment Removals Experience Certificate from Govt organizations" for at least **Rs. 25.00 lakhs**. Further, a Weightage of 10% per year will be added to bring them to the Price Level of 2022-23. In support of this, the Service Provider shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid.

b) Service Provider firm should have achieved in at least two financial years a minimum financial turnover of **Rs.100.00 Lakhs**. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2022–23. In support of this, the Service Provider shall furnish the Certificate from Chartered Accountant along with the Technical Proposal.

c) Deleted

d) Certified copies of the IT Returns, Audit Report, Balance Sheet, Profit and Loss Statement, etc by a Chartered Accountant should befurnished.

e) Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished.

Equipment	No. / Capacity
Excavators / JCBs	1 Nos
Tipper Trucks	2 Nos
Jack Hammer with compressor	4 Nos
Concrete cutting machine	4 Nos

9.3 **Eligibility Criteria for Partners in case of Joint Venture**

a) Joint Venture is not allowed

9.4 **Even though the Agencies meet the above qualifying Criteria, they are subject to be disqualified if they have:**

i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements ; and/or

ii. Record of poor performance such as non-performance as per the terms of reference in the previous contracts, abandoning of the Agencies services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc

iii. The client will declare a Agency ineligible for a stated period of time if the said Agency has not performed satisfactorily or has been blacklisted either in the state of Karnataka, Government of India or any other Department or Boards or Corporation or any other entity under the State of Karnataka or GOI etc.

9.5 **Security Deposit**

(a) All the empanelled Agencies shall submit Performance Security Deposit (SD) of Rs 5.00 Lakhs **(Five Lakhs)** before executing the agreement. The Security Deposit (SD) from the Agency shall be returned after completion of Empanelment duration of the project. One Month from the date of the satisfactory completion of the Task of Demolition and Removal of Encroachment works under the Jurisdiction of BBMP or completion of Empanelment duration of three (3) Years.

(b) If the security deposit is provided by the successful empanelled Agencies in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

(c) The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the Service Provider.

(d) Failure of the successful Tenderer to comply with the requirements of

Sub-Clause 9.1 shall constitute sufficient grounds for cancellation of the award and suitable action as per EMD and in accordance with law.

10. Conflict of Interest

10.1.1 Conflict of Interest for a Service Provider is defined as

10.1.1.1 The Team Member of the Consultant/ Service Provider should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this contract in Karnataka.

10.1.1.2 Any Consultant / Service Provider blacklisted or debarred by the Government of India / any State Government / any Other Organizations would not be eligible for Appointment as Service Provider.

DATA SHEET

Clause Reference | **Information to Service Providers**

1.1 The name of the Client is: **CHIEF COMMISSIONER, BBMP, N.R.SQUARE, BANGALORE represented by THE EXECUTIVE ENGINEER, CHICKPET, BBMP, BANGALORE**

Address of the client is:

EXECUTIVE ENGINEER

Chickpet, Bruhat Bengaluru Mahanagara Palike, Bengaluru

The method of selection is: **Least Cost Selection (LCS)**

1.2 A Technical and a Financial Proposals are requested: **Yes**

The name, objectives and description of the Assignment are:

"The brief objective is the selection for Empanelment of Agencies for the Task of Demolition of Unauthorized Buildings / Dismantling of Deviated Portion& Removal of Encroachments in BBMP Jurisdiction as per the Terms of reference and other mandated activities in connection with the Demolition of illegal and building bye law violated structures and removal of Encroachments over BBMP properties in accordance to BBMP Act and other relevant guidelines etc. in the jurisdiction of BBMP".

1.3 The Assignment is phased: **Yes**

SL No	Particulars	Focus of the Proposals
1	Inception Report	Demolition and Encroachment clearances in eight zones of BBMP shall be studied and compressive outlook for clearing as narrated in the Terms Of Reference shall be put forth.
2	Detailed Work Organization and Execution of Demolition/Encroachment clearance etc.	A detailed report in connection with the Demolition of illegal and Bye law violated Buildings and encroachment removals shall be submitted comprising of methodology of steps for demolition and encroachment clearances inclusive of utilizing of Man force Machineries, safety measures, permissions with respect to Standard Demolition Methods narrated under NBC 16, KMC Act, other standard guidelines and norms etc.

3	Action Plan(PAP)	Individual Building Demolitions and Encroachment Clearances:- A typical Action Plan with Mobilization of Man force, Machineries, arrangement of safety measures and permissions of competitive Authority shall be submitted well before, at least one week before the commencement of Demolition/Clearances etc.

1.4 A pre-proposal conference will be held: Yes

1.5 The Client will provide the following inputs: As detailed in Terms of Reference(TOR).

1.6 The Client envisages the need for continuity for downstream work: **No**

1.7 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested upto last day of the submission of queries date.
The address for requesting clarifications is:
EXECUTIVE ENGINEER
Chickpet division, Bruhat Bengaluru Mahanagara Palike, Bengaluru

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Shortlisted Empanelled Agency may associate with other shortlisted Empanelled Agency : No
(ii) The estimated number of key professional staff months required for the assignment is: **As per TERMS OF REFERENCE (TOR).**
(iii) The minimum required experience of proposed key professional staff is: **As per TERMS OF REFERENCE (TOR)**
(vi) Reports which are part of the assignment must be written in the following language: English

3.4 Training is an important feature in this Assignment : No
Additional information in the technical proposal includes. Nil

3.10 Proposals must remain valid for **180** days from the last date of submission

4.3 Service Providers must submit the proposal through E-procurement website

4.4 The proposal submission address is:
https://eproc.karnataka.gov.in/eportal/index.seam

4.5 Proposals must be submitted within the date and time stipulated in https://eproc.karnataka.gov.in/eportal/index.seam

5.1 The address to send information to the Client is:
EXECUTIVE ENGINEER
Chickpet division, Bruhat Bengaluru Mahanagara Palike, Bengaluru

5.3 The number of points to be given under each of the evaluation criteria are:

Sl. No.	Particulars	**Points**
(i)	Specific experience of the Agency related to the Task	20
(ii)	Adequacy of the proposed work plan and methodology in responding to the TOR	20
(iii)	Qualifications and competence of the key professional staff & supporting for the Task.	50
(iv)	Suitability of transfer of Knowledge program (Training)	10
	Total	**100**

The breakup of marks for component 3.3(iii) is as below:

	Points
(i) General qualifications/experience.	**30**
(ii) Adequacy for the Task.	**60**
(iii) Experience in region & language.	**10**
Total Points:	**100**
The minimum technical score required to pass is :	**75 Points**

6.1 The address for Correspondence is:

EXECUTIVE ENGINEER, Chickpet division, Bruhat Bengaluru Mahanagara Palike, Bengaluru

7.2 The Assignment is expected to commence within 15 Days from the date of receipt of the Letter of Acceptance after entering in to the agreement.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Service Provider's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From:

[Name and Address of Firm]

To:

EXECUTIVE ENGINEER
CHICKPET DIVISION
8TH MAIN 2ND BLOCK,
KANAKANAPALYA, JAYANAGARA
Bruhat Bengaluru Mahanagara Palike, Bengaluru

Sir,

Subject: Empanelment of Agencies for the Task of Demolition of Unauthorized Buildings / Dismantling of Deviated Portion& Removal of Encroachments in BBMP Jurisdiction Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated *[Date],* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal submitted under e-procurement website.

If negotiations are held during the period of validity of the Proposal, i.e., before *[Date]* we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.
We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:

Address:

3B. SERVICE PROVIDERS REFERENCES

Relevant Services carried out in the last Five Years that best illustrate qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2" rowspan="3">Location within Country:</td><td>Professional Staff Provided by your Firm/Entity (profiles):</td></tr>
<tr><td>No of Staff:</td></tr>
<tr><td>No of Staff Months:
Duration of Assignment:</td></tr>
<tr><td colspan="3">Name of the Client:</td></tr>
<tr><td colspan="3">Address:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx.Value of Services</td></tr>
<tr><td colspan="2">Name of the Associated Service Providers, if any</td><td>No. of Months of Key professional staff, provided by Associated Service Providers.</td></tr>
<tr><td colspan="3">Name of Senior Staff(Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative description of the project:</td></tr>
<tr><td colspan="3">Description of Actual Services provided by your Staff:</td></tr>
</table>

Service Provider's Name:……

3C. SERVICE PROVIDER'S COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.
2.
3.
4.
5.

On the data, services, and facilities to be provided by the Client

1.
2.
3.
4.
5.

SERVICE PROVIDER'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E.TEAM COMPOSITION AND TASK ASSIGNMENTS

1.	Technical ManagerialStaff		
SL No	Name	Position	Task
1			
2			
3			
4			

2.	Support Staff		
SL No	Name	Position	Task
1			
2			
3			
4			

Authorised signature:
Name and Title of the signatory Name of the Consultant.
Address:

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONALSTAFF

Proposed Position: ……..
Name of Agency:……..…
Name of Staff:…….…..
Profession:……..
Date of Birth: ……
Years with Agency/Company/Entity: ……
Nationality:……..
Membership in Professional Societies: ……...
Detailed Tasks Assigned: ……...

Key Qualifications:
[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half apage.*]

Education:
[*Summarize college/university and other specialized education of staff member, giving names of schools, date attended, and degrees obtained. Use about one quarter of a page.*]

Employment Record:
[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member] ***Day / Month / Year***

Full name of staff member:_____

I hereby give an undertaking to the effect that the above mentioned staff would be available for BBMP during the period of consulting service.

_____Date:_____

[Signature of authorized representative of the Firm] Day / Month / Year

Full name of authorized representative:_____ _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Activities	Weeks/Fortnight/Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	…	….	….	….	Number of Months
1.																Sub Total (1)
2.																Sub Total (2)
3																Sub Total (3)
4																Sub Total (4)

Full-time: ……..Part-time: ……..
Activities Due:……..
Activities completed: ……

* The Schedule should be for the period of completion of task / assignment.

Authorised signature:
Name and Title of the signatory Name of the Consultant.
Address:

3 H ACTIVITIES (Tasks)

A. Field Investigation and Study Items:

Sl. No	Type of Activity (tasks)	Week/FortnightMonth wise Program (in form of Bar Chart) ++ [1st, 2nd, etc. are Week/Fortnight Month from the start of assigned tasks]										
		1st	2nd	3rd	4th	5th	6th	7th	8th	10th	11th	12th

++ The Program should be for the period of completion of assignment.

B. Completion and Submission ofReports

Particulars of Reports: *	Duration
1. Inception Report	Submitted within 15 days from the date of Acceptation of Task
2. Detailed Work Organization and Execution of Demolition/Encroachment clearance etc.	Along with the RFP filing
3. Action Plan(PAP)	At least one week before taking up of entrusted task/s.
4. Detailed Work Organization and Execution of Demolition/Encroachment clearance etc.	Along with the RFP filing

FORMATS FOR INFORMATION TO BE SUBMITTED

Schedule -1	Details of Applicant (Agency)
Schedule -2	Specific Experience of the Agencies related to the Task.
Schedule -3	Details of Personnel to be deployed by the Agency.
Schedule -4	Structure and Organization
Schedule -5	Details of Turnover for the last five financial years of the company
Schedule -6	Experience of Agency in the field of Demolition and removal of encroachments.
Schedule -7	Details of existing Commitments
Schedule -8	List of office embellishment/ infrastructure facilities.

Schedule-1: Details of Applicant (Agency)

1	(a) Name :	
	(b) Place of work:	
	(a) Address of headquarters and its branch office(s), if any,	
	(b) Date of registration and/or commencement ofBusiness/work:	
2	Brief description of the Agency including details of main lines of business/work and proposed role and responsibilities in this Task.	
3	Details of individual (s) who will serve as the point of contact / communication: (a) Name: (b) Designation: (c) Company: (d) Address: (e) Telephone Number: (f) E-Mail Address: (g) Fax Number :	
4	Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant: a) Name: b) Designation: c) Address: d) Phone No.: e) Fax No. : f) E-mail :	

SCHEDULE – 2: Specific Experience of the Agency related to the task

Sl. No	Professional Experience- in (Years)	Reference from Previous Employer (Form-3B)	Specific experience in Demolition / Encroachment removal (Total No of Works/tasks)	Experience in Demolition / Encroachment removal	Experience in region of BBMP (Years)	Experience in India.
1	2	3	4	5	6	7

SCHEDULE-3: **Details of Personnel to be deployed by the Agency**
(To be filled in by the Applicant/Agency)

Sl. No.	NAME	Professional Qualification. BE/Diploma OR equivalent in Civil Engineering	Professional Experience in (Years)	Specific experience in demolition/encroachment removal field. (Years)	Experience in supervision/ monitoring in demolition/ encroachment removal field.	Experience in India (Years)	Experience in the Region of BBMP/ Languages known	Reference to CVs(**Form3F)** / Paraand Page No.
1	2	3	4	5	6	7	8	10

*Add Rows as required

Note:

1. The copy of the supporting documents shall be attested, scanned and uploaded
2. Details shall be furnished with due diligence with reference to the documents submitted with the proposal.
3. The Agency shall propose different Key Personnel for each Package.

SCHEDULE- 4: STRUCTURE AND ORGANISATION
(Documentary proof to be enclosed wherever required)

1.	Name of Agency with full address	:	
2.	Tel. No. Land Line	:	
3	Mobile No.		
4.	Email	:	
5.	Whether the Applicant is an individual, proprietary concern, a Registered Partnership firm or a Limited Company.	:	
6.	Name and address of the Chief Executive or the person holding the Power of Attorney, if any.	:	
7.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
	(iii) Registration Number	:	
	(vi) Service Tax Registration number (enclose Service Tax / GST Registration copy)		
8.	Name of bankers with full address.	:	
9.	Permanent Account Number (copy of PAN Card to be enclosed)	:	
10.	Copy of audited Balance Sheet of the last **FIVE** financial years duly certified by a Chartered Accountant along with the **Certified copy of the IT Returns & Turnover certificate by Auditor.**	:	
11.	Details of empanelment with any other Agency or Central/State government Departments	:	
12. (i) (a)	Total Number of professionals in the organisation	:	
	Management	:	
	Senior	:	
	Junior	:	

SCHEDULE -5: Details of Turnover for the last five financial years of the Agency (Documentary proof certified by Chartered Accountant to beenclosed)

Annual Turnover Details		
Sl. No.	**Financial year**	**Annual Turnover Rs. in Lakhs**
1	2017-2018	
2	2018-2019	
3	2019-2020	
4	2020-2021	
5	2021-2022	

SCHEDULE -6

Experience of Agency in involving "the Task of Demolition of Unauthorized Buildings / Dismantling of Deviated Portion & Removal of Encroachments in BBMP Jurisdiction"(Documentary proof certified by Client (Not below the rank of Executive Engineer) to be enclosed and details of tasks involved during last five years

SL No	Name of work/task	Scope of services rendered	Nature of Buildings/Encroachments	Name of client	Cost of task contract (Rs. lakh)	Remarks
1						
2						
3						
4						
5						

SCHEDULE – 7: Details of existing commitments

SL No	Description of Work/tasks	Client	Total contract Cost (Rs.)
1			
2			
3			
4			
5			
6			

SCHEDULE - 8			
LIST OF Office Infra.			
Sl. No.	Description	Version / Rel	Numbers
Office Management(Staff)			
1			
2			
3			
4			
5			
6			
Infrastructure			
1			
2			
3			
4			
5			
6			
Other staff			
1			
2			
3			
4			
5			
6			

Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject: "Empanelment of Agencies for the Task of Demolition of Unauthorized Buildings / Dismantling of Deviated Portion & Removal of Encroachments in BBMP Jurisdiction Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*]. Inclusive of all taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

No.	Description	Amount (Rupees)
I II III IV V	Key professional staff Supporting Staff Machinery cost Field operation cost Other	
	TOTAL COST	
	GST	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

4C. BREAKDOWN OF COSTS (RS)

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs/day)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3					
				Total :	

III Machinery

Total:

IV. Field operation cost

Total:

V other cost

Total:

GRAND TOTAL : ----------

4D. ABSTRACT OF COSTS(Rs)

Sl No	Particulars	Amount in Rs (Per Day)
1	**REMUNERATION FOR STAFF** Key Personal SupportStaff. Supervising / Monitoring staff.	**Rate shall be entered in e-Procurement portal**
2	Field Operation Cost.	**Rate shall be entered in e-Procurement portal**
3	Reports and DocumentPrinting.	**Rate shall be entered in e-Procurement portal**

TERMS OF REFERENCE (TOR):

Preamble:

BBMP is governedby THE BRUHAT BENGALURU MAHANAGARA PALIKE ACT, 2020 and binding to issue notices to owners of the buildings who are violating building Bye laws, sanctioned plans, Illegal/unauthorized constructions etc. and to clear the Encroachments over the BBMP properties without serving notices respectively. In case the owner of the Building does not take steps to clear the deviated/violated portion of building/structure in part/complete manner, then the authority is supposed to clear the violated/deviated building//structure in part or in complete manner as the case may be after obtaining approvals from the competent authority of BBMP. For the operation of demolishing buildings and removal of encroachments BBMP is intended to empanel experienced and competitive Agencies.

Objective of Task:

The objective of this task is to take up the demolition of violated buildings and encroachments in a speedy, timely and successful completion filling the prevailing BRUHAT BENGALURU MAHANAGARA PALIKE ACT, 2020 Building Bye laws and other relevant guidelines satisfactorily.

Scope of Task:

1. Form supervisory and monitoring teams headed by Team Head and comprising of qualified and experienced professionals who can carry out all the routine demolition operations and encroachments clearances as a fully competent and independent unit. The agency should devise a suitable mechanism which will ensure through coordination of the teams so that each team is at all times aware of remedies to common problems faced during demolitions and clearances of encroachment, so that the full experience of the members of the team as well as that of the Team Head and his staff can be harnessed.

2. The Team Head shall be responsible for overall supervision and monitoring of Demolition and encroachment clearances, Coordination and management of all the connected issues of the task. The Team Head shall report to the designated Engineer/Officer of BBMP on regular basis and updating the progress of work of Demolitions/Clearances in proper formats.

3. Deploy Team Head within 7 days of signing the contract and other team members within 15 days of signing the contract. The Character of duties

&deployment will be decided by the Agency in due consultation with BBMP and the Team Head.

4. Ensure that the minimum qualification of team head and other key personnels and supporting staff shall be as follows.
   i. Team Head: Graduate in Civil Engineering with minimum 10years experience in Stability analyst of the structure, supervising and monitoring of demolition and clearances of encroachments in urban areas.
   ii. Supervisors: Diploma in Civil Engineering with minimum 5 years' experience in supervising and monitoring of demolition and clearances of encroachments in urban areas.
   iii. Mechanical/Electrical: Diploma in Mechanical/Electrical Engineering with minimum 5 years' experience in involving and monitoring of Mechanical/Electrical aspects in the operation of demolition and clearances of encroachments in urban areas.
   iv. Mechanic/Electrician: ITI certificate in Mechanical/Electrical courses with minimum 5 years' experience in involving in Mechanical/Electrical Portion of works in the operation of demolition and clearances of encroachments in urban areas.
   v. Skilled Labours
   vi. Helpers

5. The Team Head shall scrutinize the entire operation of Demolition and encroachment clearances in complete manner and come out with appropriate Action Plan with formats for executing the same in accordance to ACT and Bye law's provisions. He is responsible for overall supervision of the demolition and clearance of encroachments, ensuring/checking the stability/safety of the building/adjoining building including the safety of all personals.

6. The Agency shall obtain the permissions and other acts found necessary from the other departments viz. Police, BWSSB, BESCOM, etc. For this processes the BBMP authority will facilitate in respect of correspondences and found necessary authorization letter will be issued.

7. The Agency should aware of the area of work of Demolition and encroachments coming under the jurisdiction of BBMP at his own cost etc.

8. The Agency shall be in a position to assess and plan the demolishing of Multi Storied Buildings (1+3 and above) and high raised buildings in BBMP jurisdiction.

9. The Agency shall be responsible for clearing all the debris and other

unserviceable materials in a systematic way to designated dumping yards of BBMP with due permission of the concerned Engineers.

10. The Agency must ensure that no damage to the building structures adjacent or near to the building to be demolished.

11. The Agency is responsible for completing the demolition and clearing encroachments in a time bound manner stipulated by the BBMP Authority.

12. The Agency should take-up and carried out the operation of demolition and encroachment Clearances with great integrity and sincerity.

13. The Agency shall make documents of all stages of demolition and encroachment operations in hard and soft copies. Documented reports shall be submitted to the concerned Engineer incharge in a week's time after completion of task.

14. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the document, it is to be understood that the amount quoted by the empanelled agency shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

15. The Empanelled Agency shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Empanelled Agencyor any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

16. The Empanelled Agency will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, as necessary, all around the demolition Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the demolition Areas. He shall be Responsible for all Damages and Accidents on account of demolition and other Relevant Activities. Nothing shall be paid extra on account of above.

17. No Payment will be made to the Empanelled Agency for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

18. No Waiving of Legal Rights and Powers
The Employer shall not be precluded or stopped from taking any Measurements

and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Empanelled Agency and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Empanelled Agencyand such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

19. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Empanelled Agencyis to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

20. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
    a. The Empanelled Agency shall make his own arrangement for Electricity and Water Supply. However, the Employer will facilitate the Empanelled Agency to get Power from the concerned Department at the Empanelled Agency's Cost.
    b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Empanelled Agency has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Standby Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

21. The Empanelled Agency on daily basis shall make his own arrangement for the Disposal of the Spoils / Excavated Earth / Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.
22. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Empanelled Agency has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

23. The Approval of the demolition Programme by the Employer shall not absolve or relieve the Empanelled Agency of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

24. Protection of Environment

The Empanelled Agency shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Empanelled Agency shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

25. Compliance with Labour Regulations

During Continuance of the Contract, the Empanelled Agency shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Empanelled Agency shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Empanelled Agency, Employer shall have the Right to deduct any Money due to the Empanelled Agency including his Amount of Security Deposit. The Employer shall also have Right to recover from the Empanelled Agency any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer. The Employees of the Empanelled Agency in no case shall be treated as the Employees of the Employer at any point of time.

26. Labour

The Empanelled Agency shall, unless otherwise provided in the Contract, make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Empanelled Agency shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Empanelled Agency on the Site and such other Information as the Employer may require.

27. The Empanelled Agency shall adhere to the minimum provisions of work zone safety as per IRC SP55. The Empanelled Agency's qualified engineer shall submit all detailed temporary traffic diversion schemes for the Works to the Engineer and relevant authorities including the Traffic Police, and etc. for approval. These proposed traffic diversion schemes shall be submitted in properly scaled engineering drawings and shall be supported with traffic analysis report. Such drawings shall include traffic layout plans showing all traffic signs, lane-markings, advance warning and directional signs etc., longitudinal section drawings and all other drawings necessary for the implementation of the schemes. The Empanelled Agency shall comply with the requirements of all relevant authorities in his implementation of the temporary traffic diversion scheme.

28. The Empanelled Agency shall note the traffic conditions at the Site and his proposed traffic diversion schemes shall be based on his investigation and appreciation of the Site for the completion of the whole of the Works.

29. The Empanelled Agency shall reinstate all damaged roads, drains, kerbs, fencing, boundary walls, fixtures and all other works disturbed to the satisfaction of the Engineer.

30. All demolition works etc shall be carried out by a recognized noise reducing system. Rotary drills and busters actuated by hydraulic or electrical power shall, where practicable, be used for excavating hard material. Noisy constructional plant shall be sited as far away as possible from occupied buildings. The use of barriers (noise barriers, site huts, acoustic sheds, screens or partitions) to absorb and or deflect noise away from occupied buildings shall be employed wherever possible.

31. The Empanelled Agency shall maintain noise levels for construction premises as stipulated under the Environmental Pollution Control (Control of Noise at Construction Site Regulations) (Amended) Regulations latest and subsidiary legislation and any amendments and/or re-enactment thereto.

32. All vehicles and mechanical construction plants used for the purpose of the Works shall be fitted with effective exhaust silencers and shall be maintained in good and efficient working order.

33. All compressors shall be sound reduced models fitted with properly lined and sealed acoustic covers which shall be kept closed whenever the machines are in use, and all ancillary pneumatic percussive tools shall be fitted with mufflers or silencers of the type recommended by the manufacturer.

34. All construction plants shall, where appropriate, be muffled and the Engineer shall have the authority to instruct the Empanelled Agency to shut down any which is not adequately muffled and to remove it from the Site.

35. All machines in intermittent use shall be shut down or throttled down to a minimum in the intervening periods between works. Noise emitting equipment running continuously shall be housed in a suitable acoustic enclosure.

36. Constructional plant shall be maintained in good and workmanlike condition so that extraneous noises from mechanical vibration, creaking and squeaking are reduced to an acceptable minimum.

37. Before Quoting the Tender, Tenderer has to visit the work place and ascertain the difficulties that may be faced during Execution.

38. The released material that may occur after demolition shall be handed over to the designated place as directed by Engineer-In-Charge.

Table: Focus on Different Stages of the Task:

Sl No.	Stage of the task	Focus of the Task
1.	Inception Report	Shall comprise of the steps for operation of demolition of building in part / complete to zero level. The operation of demolition and encroachment clearances shall be pre-determined by proper way. The same will be brought in the Inception Report.
2.	Detailed work organization and execution of Demolition/Encroachment clearance etc.	The procedures and processes for execution of Demolition of Unauthorized Buildings / Dismantling of Deviated Portion and encroachments shall be formulated in a systematic way since from the stage of pre permissions till complete demolition & clearance of encroachments. Prime importance shall be paid for safety of men and structure for which detailed safety measures worked out and framed in plan chart.
3.	Action Plan	Complete Action Plan right from the stage of Permissions till the completion of task inclusive of clearance of debris and unserviceable materials etc.

Sl No.	Stage of the task	Focus of the Task
4.	Work Organization and Execution of Demolition/Encroachment clearance etc.	Details of personnel-man force deployed, tools and machineries engaged and work methodology for completion of task of demolition and encroachments clearance shall be brought out.

Safety Measures for Executing Demolitions and Encroachment clearances:

All relevant safety measures narrated in the National Building Code-2016 shall be adhered and followed. Some of the safety measures needs as below

(a) Scaffolding:

1. Designed and constructed scaffolding built by competent workman shall be provided for demolishing of super structure at height. The Safety net should be made from man or machine made fiber ropes which are UV Stabilized.
2. The Platform Gangways & Runways provided on the scaffoldings shall be of sufficient strength & width to ensure safe passage for the men working on the scaffolding.
3. The joints provided in Gangways, Platforms etc. shall be such as to ensure firm foothold to the workmen. Where necessary cross bars shall be provided to the full width of Gangway or Runway to facilitate safe walking.
4. The operations of Demolitions shall be carried out with additional one or more net(s) for the safety of the workmen who are work on scaffolding.

(b) Safety of Work persons:

1. The Helmets shall be worn compulsorily while performing Demolition etc.
2. The Safety Goggles shall be used while performing duties which are Hazardous to eye like Drilling, Cutting, and Welding etc.
3. Safety Barricading shall be provided for demolition and clearing of encroachments areas at appropriate places and locations.
4. In respect of all Labour directly or indirectly employed in the Work for the Performance of the Empanelled Agency's Part of this Agreement, the Empanelled Agencyshall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Empanelled Agency fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Empanelled Agency in this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Empanelled Agency, and no Claims whatsoever shall be entertained.

i.	IS: 3696 (Part I) – 1966Safety Code for Scaffolds and Ladders
ii.	IS: 3696 (Part II) – 1966Safety Code for Scaffolds and Ladders, Part II Ladders
iii.	IS: 3764 – 1966Safety Code for Excavation Work
iv.	IS 4081 – 1967 Safety Code for Blasting and Drilling Operations
v.	IS: 4138 – 1977Safety Code for Working in Compressed Air
vi.	IS: 5121Safety Code for Piling and other Deep Foundations
vii	IS: 5916–1970Safety Code for Construction involving Use of Hot Bituminous Materials
viii.	IS: 7293 – 1974Safety Code for Working with Construction Machinery
ix.	IS: 7969 –1975 Safety Code for Storage and Handling of Building Materials
x	Any other Code and / or as per directions of the Employer.

(c) Facilities:

1. First Aid Box with essential medicines provided at site.
2. Doctor on call, Name and Contact Number shall avail at Demolition/Encroachment clearance site/area.
3. Vehicle to shift injured always available at Demolition/Encroachment clearance site/area.

(d) Truss Clearances:

Safety barricades, Safety Boards, Helmets and Belts are essentially to be used during Clearance of Truss.

The above Safety Measures shall be adopted at Demolition/encroachment site/areas.

SUGGESTED CHECKLIST FOR THE TASK OF DEMOLITION AND ENCROUCHMENT CLEARANCES:

1. Carryout assessment on the task and analyze the circumstances and got up checklist for building demolitions and encroachments clearances.
2. The equipments, machineries, tools and plants necessary for Demolition and encroachment clearances shall be sort out and checklist is prepared for utilization on work.
3. Organization chat is submitted with duties and responsibilities of all working staff both field and office of the Agency.
4. Safety measure chart in connection with execution of Demolition and Encroachment clearances-both for men on work and structure and neighboring/adjacent building.
5. Procedures adopting for seeking permissions from the allied departments in connection with Demolition and Encroachment clearances.
6. Facilities viz. First Aid, Ambulance, Doctors for any untoward happenings during Demolition and encroachment clearances.

7. Barricading and Scaffolding arrangement/system adopted for the Demolition and Encroachment clearances.

Assessment of Task:

The Agency shall make their own assessment of key/support personnel and machineries to under take the task. Additional man power and machineries if required for the task shall be arranged and make avail at his cost and risk.

BBMP shall not be responsible for any wrong assessment by the Agencies and shall not in any case bear any additional cost arising there from. The Agencies should assess the inputs at site and office for each expert and support staff for completing the task within the time limits, which shall be indicated by the BBMP.

Time and Payment Schedule:

The Total contract of the Empaneled Agency Services is …….. Authority is providing the requisite records and feedback in connection with the demolition and encroachment removal. The Agency shall deploy its Personnel as per the deployment detailed as-in-where in basics. The Agency shall provide man power and machineries as per contract and agreement which are to be deployed in consultation with BBMP.

Time schedule for Execution of Demolition/encroachment clearances are as per scheduled. The Agency Payment will be made as schedule below. Further no payment will be made for idling of the men and machinery due to any reason, Payment will be made as a day work and no mobilization and re-mobilization of men and machinery will be paid.

SL NO	Description of Activities / Machinery/Men/other allied items	Unit	Rate	
(A)	**Machinery**			
1	Tipper (Vol-1 Page No A-48, I No 121)	hr		
2	Tipper 407 (Vol-1 Page No A-48, I No 126)	Hr		
3	Air Compressor 250 cfm with pneumatic breaker/ jack hammer along with accessories with	Hr		

SL NO	Description of Activities / Machinery/Men/other allied items	Unit	Rate	
	operator. (Vol-1 Page No A-43, I No 1)			
4	Hydralic Excavator . (Vol-1 Page No A-45, I No 50)	Hr		
5	Water Tanker (Vol-1 Page No A-48 I No 133)	Hr		
6	HOM of welding and grinding machine.	Hr		
6	HOM of cutting and grinding machine. (Vol-1 Page No A-45 I No 60)	Hr		
7	Generator 33 KVA (Vol-1 Page No A-44 I No 37)	Hr		
8	concrete cutting machine (Vol-1 Page No A-45 I No 16)	Hr		
(B)	**Men**			
1	Team Head	Day		
2	Supervisors	Day		
3	Mechanic/Electrician	Day		
4	Skilled Labours / Mazdoor heavy	Day		
5	Helpers / Masdoor light/Bisti	Day		

The payment to the Agency for the above tasks shall be made after approval of the competent authority. The empanelled agency should ensure the approval of competent authority before taking up the work. Also idle or standby equipment and labor costs during the "NO work" period shall not be paid and calmed by the empanelled agency. There is no provision for Mobilization Advance.

Meetings:

The Authority may review with the Agency, any or all of the works executed in connection with the demolition/encroachment clearances and advice the Agency accordingly.

Reporting:

The Agency will work closely with the BBMP. The BBMP has established a

Working Group to enable to carry out this task. The Representative of the BBMP is Assistant Executive Engineer will be responsible for the overall coordination for the task of Demolition and Encroachment Clearances under BBMP jurisdiction. He will play a coordinating role in dissemination of the Agencies outputs, facilitating discussions, and ensuring required reactions and responses to the Agency.
The Agency may prepare Issues highlighting that could become critical for the timely completion of the task/s and that require attention of the Authority.

The Agency will make a PPT on the task of Demolition and Encroachment Clearances in BBMP jurisdiction for discussion with the Working Group at meeting. The Agency shall work on the TOR tasks reporting to the Authority at regular intervals.

Regular communication with the Working Committee and the Representative of Authority is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings. The Deliverables will be submitted as per schedule provided in this RFP.

Interference with Traffic and Adjoining Properties

a. All Operations necessary for the demolition and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.
   i. The Convenience of the public, or
   ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.
b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Empanelled agency.
c. Further, it shall be the Responsibility of the Empanelled agency to obtain required Permission / Approval from the Concerned Traffic Police Authorities regarding Traffic Diversion at the Empanelled agency own Risk and Cost. The Employer will assist the Empanelled Agency in coordination only.
d. Further the Empanelled agency is liable to follow the rules and regulation stipulated by the traffic department without fail. Event of accident or incident to the vehicles/public/pedestrian, only the Empanelled Agencywill be held responsible.
e. The Empanelled agency shall provide Skilled Flagmen for Traffic Diversion as per the Requirement of the Concerned Department.

f. The Empanelled agency shall provide Traffic Barricades with Blinkers, Reflective Tapes, Road Delineators, Traffic Cones, Portable Signages, Reflective Lights and other necessary Traffic Signage as required, as directed by the Concerned Authorities and as per the Specifications.

SECTION VI: CONTRACT FOR SERVICE PROVIDER'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Service Providers]

Dated :

CONTENTS

I. FORM OF CONTRACT

II.GENERAL CONDITIONS OF CONTRACT

1. General Provisions
2. Commencement, Completion, Modification, and Termination of Contract
3. Obligations of the Service Providers
4. Service Providers 'Personnel and Sub-Service Providers
5. Obligations of the Client
6. Payments to the Service Providers
7. Settlement of Disputes

III. SPECIAL CONDITIONS OF CONTRACT

IV.APPENDICES.

Appendix A — Description of the Services
Appendix B — Reporting Requirements
Appendix C — Key Personnel and Sub-Service Providers
Appendix D — Services and Facilities to be provided by the Client
Appendix E — Breakdown of Contract price in Indian Rupees
Appendix F — Form of Bank Guarantee for Advance Payments

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 201___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Service Providers").

[*Note: If the Service Providers consist of more than one entity, the above should be partially amended to read as follows:

".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Service Providers' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Service Providers.")"]

WHEREAS

(a) the Client has requested the Service Providers to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Providers, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services _____
Appendix B: Reporting Requirements _____

Appendix C: Key Personnel and Sub-Service Providers ----------
Appendix D: Services and Facilities to be provided by the Client _____
Appendix E: Breakdown of Contract Price _____
Appendix F: Form of Guarantee for Advance Payments _____

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Service Providers shall be as set forth in the Contract, in particular:

(a) The Service Providers shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Service Providers in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF SERVICE PROVIDER]

By
(Authorized Representative)

[**Note**: If the Service Providers consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE SERVICE PROVIDERS

[Name of Member]

By

(Authorized Representative)

[Name of Member]
By
(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupee;

(h) "Member", in case the Service Providers consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Service Providers’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Service Providers, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Service Providers or by any Sub-Service Provider as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Service Providers pursuant to this Contract as described in Appendix A; and

(m) "Sub-Service Provider" means any entity to which the Service Providers subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Service Providers, or a Sub-Service Provider.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Providers may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Service Providers, Sub-Service Providers and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Service Providers shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its

obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agencies shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Service Providers, suspend all access to the Service Providers hereunder if the Service Providers fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Providers to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Providers of such notice of suspension.

2.6.1 Liquidated damages for delay in completion

2.7 Termination

2.7.1**By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Providers, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Service Providers (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Providers (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2**By the Service Providers**

The Agencies may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Agencies pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Agencies that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Agencies may have subsequently approved in writing) following the receipt by the Client of the Ageny's notice specifying such breach;

(c) if, as the result of Force Majeure, the Agencies are unable to perform a material portion of the Services for a period of not less than sixty (60) days

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Service Providers shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Providers and equipment and materials furnished by the Client, the Service Providers shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client

shall make the following payments to the Agencies:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Service Providers:**

3.1 **General**

The Service Providers shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Providers or third parties.

3.2 Conflict of Interest

3.2.1 **Service Providers Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Service Providers, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Service Providers shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Service Providers in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Service Providers and Affiliates Not to engage in certain Activities**

The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Sub-Service Provider and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Service Providers nor their Sub-Service Providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Service Providers, their Sub-Service Providers, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Service Providers**

The Service Providers (a) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at their (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Service Providers' Actions Requiring Client's Prior Approval**

The Service Providers shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and

conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Providers shall remain fully liable for the performance of the Services by the Sub-Service Provider and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Service Providers"), and
(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Service Providers shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Service Providers to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Client, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Service Providers by the Client or purchased by the Service Providers with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Providers shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Service Providers, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Service Providers' Personnel and Sub-Service Providers**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Service Providers' Key Personnel are described in Appendix C. The Key Personnel and Sub-Service Providers listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Providers, it becomes necessary to replace any of the Key Personnel, the Service Providers shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Providers shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Service Providers shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Service Providers and the Personnel and any Sub-Service Providers employed by the Service Providers for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Service Providers, Sub-Service Providers and Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Service Providers and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Service Providers as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service Providers for the performance of the Services, (ii) the manner in which the Service Providers shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service Providers as a result thereof.

6. **Payment to the Service Providers:**

6.1 **Lump Sum Remuneration**

The Agencies total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants" costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the

Client specifying the amount due.

6.5 **Interest on Delayed Payments**

Deleted

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General GC Clause * Conditions of Contract

[1.1 (h) The Member in Charge is].

[1.4.1 The addresses are:

Client :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Service Providers :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]
[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;
(c) in the case of telegrams, 24 hours following confirmed transmission; and
(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : _____

For the Service Provider : _____

[Note: Fill in the blanks]

[1.7.1 The Service Providers and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 Deleted.]

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be 15 days or any other appropriate or such other time period as the parties may agree in writing.

[2.3 The period shall be 15 days or such other period as the parties may agree in writing]. If the termination is due to the fault of the Empanelled agency, The client is at liberty to

(1) Blacklist the Empanelled agency from taking up any work under KRRDA

(2) To recommend to the Government/CE (C&B) to rescind his registration

(3) To recommend to other departments not to entrust any contract

(4) To recover the additional cost of contract executed by other Empanelled agency.

[3.4 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Service Providers or their Personnel or any Sub-Service Providers or their Personnel, for the period of Service Provider;

(2) Third Party liability insurance, with a minimum coverage for Rs. 5,00,000/- (Rupees Five Lakhs only) for the period of Service Provider;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Service Providers and of any Sub-Service Provider, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this Service Provider; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Providers' property used in the performance of the Services, and (iii) any documentsprepared by the Service Providers in the performance of the Services.

[Note: Fill in the blanks and delete what is not applicable]

[3.5 (c) **Note**: Delete where not applicable.]

The other actions are.]

[3.7The Service Providers shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]

[6.2 The amount of Contract is Rs. .

[6.4 The account is :……..]

[6.5 Interest on Delayed Payments

There shall not be any provision to pay interests on delayed payments. The Consultant has no right to claim the interest on delayed payments.

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

<u>7.2.1 Selection of Arbitrators:</u>

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance

with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, Bangalore chapter, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Service Providers shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

*President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall

be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-Service Providers

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Service Providers by the Client.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Security deposit

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Service Provider, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract") and the Client having agreed to make an advance payment to the Service Provider for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Service Provider.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Service Provider to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Service Provider. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Service Provider. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Service Provider any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for

this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee that the Client may have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20_____ at _____

WITNESS

1. (signature)

(Empanelled Name)
(Official Address)

2. (signature)

(Name)
Designation (with Bank stamp)

Attorney as per Power of Attorney No._____Dated _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India